



**REQUEST FOR PROPOSALS
REAL ESTATE INVESTMENT MANAGERS
RFP NUMBER: 07-12**

RELEASE DATE: SEPTEMBER 17, 2007

**DEADLINE FOR INQUIRIES: SEPTEMBER 28, 2007 3:00 P.M. ET
DEADLINE FOR SUBMISSION: OCTOBER 5, 2007 3:00 P.M. ET**

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**INDIANA PUBLIC EMPLOYEES' RETIREMENT FUND
REAL ESTATE INVESTMENT MANAGERS
RFP NUMBER: 07-12**

**SECTION ONE
GENERAL INFORMATION**

1.1 INTRODUCTION

The Indiana Public Employees' Retirement Fund ("PERF") is conducting manager searches as detailed below. The objective of this Request for Proposals shall be to identify those managers whose expertise will best meet PERF's goals and needs. More than one manager for each assignment may be considered. Also, respondents may reply to more than one assignment. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer. PERF may select firms within any or all of the following mandates:

U.S. Real Estate Open-End Commingled Fund (Core)

An open-end, commingled, private real estate fund with exposure to real estate assets, which utilize a core investment strategy. This fund should provide broad diversification by property type and geographic location investing in commercial properties located primarily in the United States. The characteristics of the fund should include: high quality, multi-tenant properties located in major metropolitan areas, high credit quality tenants, stable income yield, and low volatility. The fund should have a stated policy which discusses the liquidation procedures and provides the investor with the ability to request redemption of their investment prior to termination of the fund. The funding target for this investment will be approximately \$200-\$250 million.

Minimum Criteria for Real Estate Commingled Fund (Core) Mandate

- Firm total real estate assets under management are at least \$5 billion.
- Firm total tax-exempt real estate assets under management are at least \$2 billion.
- Strategy/fund real estate assets under management are at least \$1 billion on a gross basis.
- Fund Portfolio Manager must have been in place for the shorter of two years or inception of the Fund.
- Legal structure of the investment fund must be open ended allowing for at a minimum quarterly allocations and redemptions.
- Real estate assets owned by the investment fund must be appraised on a quarterly basis at a minimum.
- Fund leverage allowed should be no more than 50% of gross asset value of the fund's investments.
- The amount of fund assets that can be invested in value add or enhanced strategies (described as the total value of all forward purchase commitments, redevelopments, renovations, new development, properties less than 70% leased, and publicly traded securities) should be limited to no more than 25% of the fund's gross asset value.
- The fund should be diversified by property type (with at least 85% invested in office, industrial, retail and multifamily properties) and geographic location (limited to North America).

- The primary investments of the fund should be direct investments in stabilized operating properties with strong income yields.

Global Public Real Estate Securities

A portfolio which invests in a pool of publicly traded real estate securities. The real estate properties owned in the portfolio should be located in North America, Europe and Asia. This investment opportunity should provide the option for a high degree of investor liquidity. The funding target for this investment will be approximately \$100 million.

Minimum Criteria for Global Public Real Estate Securities Mandate

- Firm total real estate assets under management are at least \$5 billion.
- Firm total tax-exempt real estate assets under management are at least \$2 billion.
- The primary investments of the strategy should be in publicly traded real estate securities seeking current income and appreciation in value of the securities held.
- The firm must manage assets of at least \$500 million utilizing this strategy.
- Strategy Portfolio Manager must have been in place for the shorter of two years or inception of the Fund.
- At a minimum, the strategy must invest in real estate securities traded on public exchanges located in Europe, United States, and Asia.

PERF is a non-profit quasi-state organization that was formed in 1945 as a result of legislative action. The purpose of PERF is to administer pensions for all State of Indiana employees and the employees of participating political subdivisions. PERF provides service to the members and their employers for all of the pension funds administered by PERF, having as its goal the accurate accumulation of data and funds in order to provide correct and prompt retirement benefits. More information regarding PERF can be found at the website: www.perf.in.gov.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are defined where they appear, rather than in the following list.

Board	Board of Trustees of PERF.
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
PERF	Indiana Public Employees' Retirement Fund
Proposal	An offer.
Consultant	Mercer Investment Consulting
Respondent	An offeror who submits a proposal.

Services

Work to be performed as specified in this RFP.

Vendor

Any successful respondent selected as a result of the procurement process to deliver services requested by this RFP.

1.3 ISSUER

In accordance with Indiana statutes governing the administration of PERF, PERF has issued this RFP. The staff of PERF, in conjunction with Consultant, has prepared the content of the RFP. One (1) copy of this RFP may be provided free of charge from PERF or a copy may be obtained from PERF's contracts website at: (<http://www.in.gov/perf/agency/contracts.html>). A nominal fee will be charged for providing additional hard copies.

1.4 DUE DATE AND FORMAT FOR PROPOSALS

All proposals, both electronic and hard copies, must be received at the address below no later than October 5, 2007, at 3:00 p.m., ET. Each respondent must submit one original (marked "Original"), one copy of the proposal in CD ROM format, and four (4) copies of their proposal, including the transmittal letter and other related documentation as required in Sections 4.2 and 4.3 of this RFP. The proposals must be addressed/delivered to:

Procurement Officer
Indiana Public Employees' Retirement Fund
143 W. Market Street
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned, unopened, to the respondent, upon request, within thirty (30) days of filing.

In addition, the electronic portion of the proposal must be submitted via Consultant's online database located at the following website: <http://www.mercergimd.com/> prior to the above stated deadline. This website includes a demographic section for organization information as well as detailed product information sections.

Please send an e-mail to gimdadmin@mercer.com with any questions regarding updating the respondent's proposed product in the Consultant's database. Respondents that are not currently participating in Consultant's database will be issued passwords based upon requests communicated via the above e-mail address.

1.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the date specified for receipt of proposals. The respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date has passed.

Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by PERF on its website (<http://www.in.gov/perf/agency/contracts.html>). If such addenda issuance is

necessary, PERF reserves the right to extend the due date of proposals to accommodate such interpretations or additional data requirements.

1.6 JOINT BIDS / SUBCONTRACTING

PERF will not entertain joint bids.

Although PERF anticipates that any respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of PERF before subcontracting any portion of the project's requirements. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors and outline the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in PERF's evaluation. The respondent must furnish information to PERF as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by PERF. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate PERF officials and such relationships must meet with the approval of PERF.

1.7 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies for each proposal) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. It is advisable that each page within the "Confidential" documentation contain some indication of its confidential nature. The respondent must also specify which statutory exception provision applies.

PERF reserves the right to make determinations of confidentiality. If PERF does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, PERF will remove the proposal from consideration for award and return the proposal to the respondent. PERF will not determine prices to be confidential information.

1.8 RFP RESPONSE COSTS

PERF accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

1.9 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by PERF for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by PERF.

1.10 TAXES

PERF is exempt from federal, state, and local taxes. PERF will not be responsible for any taxes levied on the respondent as a result of any contract resulting from this RFP.

1.11 SECRETARY OF STATE REGISTRATION

Before an out-of-state respondent can do business with PERF, the respondent must be registered with the Indiana Secretary of State. If an out-of-state respondent does not have such registration at present, the respondent should contact

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/icpr/webfile/formsdiv/38784.pdf>. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

1.12 DISCUSSION FORMAT

PERF reserves the right to request clarifications on proposals submitted to PERF. PERF also reserves the right to conduct proposal discussions, either oral or written, with those respondents determined by PERF to be reasonably viable to being selected for award. These discussions could include requests for additional information, request for cost or technical proposal revision, etc.

Additionally, in conducting discussions, PERF may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. PERF will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate reason.

1.13 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify PERF of such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.

The Respondent agrees that PERF may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that PERF may bar the Respondent from contracting with PERF, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to the State.

1.14 SUMMARY OF MILESTONES

The following is the expected timeline for the RFP.

<u>ACTIVITY</u>	<u>EXPECTED DATE</u>
RFP published/released	September 17, 2007
Respondent's inquiry period ends	September 28, 2007 3:00 P.M. ET
Proposal submission date	October 5, 2007 3:00 P.M. ET
Discussions and or site visits	October 8 through October 31, 2007 (if necessary)
Notify selected finalists	Week of November 12, 2007

SECTION TWO PROPOSAL PROCEDURES

2.1 CONTACTS

Inquiries are not to be directed to any staff or Board member of PERF, except as outlined in Section 2.3. Such unauthorized communication(s) may disqualify respondent from further consideration. The Fund reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the request for proposal between the Fund and other respondents.

2.2 PRE-PROPOSAL CONFERENCE

It is the decision of PERF that no pre-proposal conference is required for this RFP.

2.3 INQUIRIES ABOUT THE RFP

All inquiries and requests for information affecting this RFP must be submitted in writing by e-mail and hard copy to:

Procurement Officer
143 W. Market Street
Indianapolis, IN 46204
procurements@perf.in.gov

no later than September 28, 2007 3:00 P.M. ET. PERF and Consultant reserves the right to judge whether any questions should be answered in writing and copies will be distributed to all prospective respondents who are known to have received a copy of the original RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted to the PERF website. If such addenda issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if required.

2.4 RESPONDENT SITE VISITS

PERF may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

2.5 CONTRACT AWARD

Based on the results of this process, the qualifying proposal determined to be the most advantageous to PERF, taking into account all of the evaluation factors, may be selected by PERF for further action, such as contract award. If, however, PERF decides that no proposal is sufficiently advantageous to PERF, PERF may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, PERF may begin contract preparation with the next qualified respondent or determine that it does not wish to award a contract pursuant to this RFP.

PERF reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint.

The Executive Director or his/her designee(s) will, in the exercise of his/her sole discretion, determine which proposal(s) offer the best means of servicing the interests of the Fund. The exercise of this discretion will be final.

SECTION THREE
LENGTH OF CONTRACT AND PRICING

3.1 LENGTH OF CONTRACT

The term of the contract entered into under this RFP shall be for a period of not more than five (5) years, beginning from date of final execution of contract. There may be renewals for a total of five (5) more years at PERF's option.

3.2 PRICING

PERF requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. Pricing should be quoted in basis points. A pricing schedule should be presented covering all placement sizes between the ranges specified in the above RFP's and represent each respondent's lowest fee schedule currently in effect for comparable mandates.

SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS

4.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

1. Each item must be addressed in the respondent's proposal or the proposal may be rejected.
2. The transmittal letter should be in the form of a letter. ***The name of the search to which a respondent is responding and the specific strategy name, as it is listed in the Consultant's database, www.mercergimd.com, must be included on the first page of the Letter of Transmittal at the top of the page.*** The business proposal must be organized under the specific section titles as listed below.
3. PERF may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, PERF will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by PERF as a minor error or omission and may result in disqualification of the proposal from further evaluation.

A complete proposal will include the following:

1. Hard copy submission of a transmittal letter (with the information in Section 4.2)
2. Hard copy submission of a Business Proposal (with the information and attachments described in Section 4.3)
3. Original, four (4) copies, and CD ROM of entire proposal as outlined in Section 1.4
4. Electronic completion of the database described in Section 4.4

4.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics:

4.2.1 Identification

The transmittal letter must first identify the RFP. It must also identify the official investment product name being proposed, as it is listed in the Consultant's database for the product that a respondent desires to supply. This information must be located on the first page of the Transmittal Letter at the top of the page.

4.2.2 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested services. The letter must also contain a statement indicating the respondent's willingness to

provide the requested services subject to the terms and conditions set forth in the RFP including, but not limited to, PERF's standard contract clauses.

4.2.3 Signature of Authorized Representative

A person authorized to commit the respondent to its representations must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

4.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail and a valid email address must be included.

4.2.5 Other Information

Any other information the respondent may wish to briefly summarize will be acceptable.

4.3 BUSINESS PROPOSAL

The Business Proposal must contain the following items:

4.3.1 Ability to Perform Scope of Work

Respondent should demonstrate in this section its ability to meet the requirements set forth in this RFP.

4.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and an organizational chart are to be included with this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than the other components of the organization.

4.3.3 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular area of interest to PERF in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. PERF will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1 (d).

4.3.4 Contract

Exhibit A is the base contract that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. If respondent wishes to amend any term of the contract, it must be submitted as an amendment to the contract. See next section for more instructions on this.

4.3.5 Respondent Contract Requirements

If the respondent wishes to amend any language in the mandatory contract attached to this RFP, proposed language should be included in this section, in the form of an amendment to the contract (Exhibit A). For each change included, the respondent should indicate that the change is required by the respondent in any contract resulting from this RFP and why it is required (if the required change is unacceptable to PERF, the respondent's proposal will be considered unacceptable) or indicate that the change is desired (but not required) by the respondent in any contract resulting from this RFP. Desired changes are unlikely to be added unless PERF determines in its sole discretion that the performance of services under the contract is dependent upon such changes.

4.3.6 References

The respondent should include a list of at least three (3) clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government or pension fund for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. ***Information provided should include the name, address, and telephone number of the client facility and the name, title, e-mail address, and phone/fax numbers of a person who may be contacted for further information.*** A form is included within this RFP document to provide information requested.

4.3.7 Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.11 of this RFP. This process must be concluded prior to contract negotiations with PERF. It is the successful respondent's responsibility to complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

4.3.8 Subcontractors

The respondent must list any subcontractors that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This

assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

4.3.9 Minority Business Development

It is PERF's goal that at least seven percent (7%) of PERF's contracts be with minority and women business enterprises as defined in IC 4-13-16.5. This goal is established under IC 4-13-16.5-2 (f) (7). It is the intent of PERF to meet or exceed the 7% minority and women's business enterprise participation goal.

Participation does not need to be only through subcontractors, but can also be through second-tier participation with common suppliers (office supplies, courier services, accounting services, janitorial services, etc.). Include only the portion of those contracts which pertain to the bid being submitted. A form is included within this RFP document to provide information regarding subcontractor MBE/WBE participation.

4.3.10 Americans with Disabilities Act

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

4.4 ELECTRONIC PROPOSAL [MUST BE SUBMITTED ELECTRONICALLY ONLY]

The respondent must complete electronically the Consultant's database information described in Section 1.4.

SECTION FIVE PROPOSAL EVALUATION

PERF has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

1. Each response will be evaluated on the basis of the criteria listed below.
2. Based on the results of the evaluation, the proposal determined to be most advantageous to PERF, taking into account all of the evaluation factors, may be selected by PERF for further action.
3. In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Specific criteria include:

1. Relative Performance
2. Investment Style
3. Organizational Structure
4. Investment Professionals
5. Investment Process
6. Specific Investment Strategy
7. Fees

All proposals will be reviewed by members of PERF. Subject matter consultants may be invited to participate in an advisory capacity during the evaluation process. References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

EXHIBIT A
Investment Management Contract

THIS INVESTMENT MANAGEMENT CONTRACT is made this ____ day of _____, 2007, by and between _____ (the "Investment Manager") and the Board of Trustees (the "Board") of the Indiana Public Employees' Retirement Fund (hereinafter referred to as "PERF" or "Fund") a tax-qualified governmental retirement system established pursuant to the laws of the state of Indiana.

WHEREAS, the Fund desires to contract for services in the area of investment management services;
and

WHEREAS, the Investment Manager is willing to provide such services;

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties Of Investment Manager

The Investment Manager shall be responsible for the investment and reinvestment of those assets of the Fund that have been designated by the Board as subject to Investment Manager's management, which designation may change from time to time, and which may increase or decrease. Investment Manager, as agent for the Board with respect to such assets, when it deems appropriate and without consultation with the Board, may, in its sole discretion, but subject to the Fund's Statement of Investment Policy, a copy of which is attached hereto and incorporated herein, buy, sell, exchange, and otherwise trade in securities. Investment Manager agrees to accept, from time to time, as the Board shall desire, additional cash and funds, all to be administered under the terms of this contract. The Investment Manager's specific investment mandate and benchmark shall be determined in accordance with Exhibit B attached hereto and incorporated herein.

In making such investments, the Investment Manager shall consider the following factors and such other objectives as may be communicated in writing by the Board to Investment Manager from time to time: the purpose of the Fund, the Investment Manager's mandate, the Fund's financial needs, and the Fund's Investment Policy. The Investment Manager shall be responsible for complying with all applicable laws and the Fund's Investment Policy. The ethics provisions of the Investment Policy that apply to Investment Managers and state ethics laws (Indiana Code 4-2-6) and ethics rules promulgated by the State Ethics Commission (40 Indiana Administrative Code 2) shall apply to the Investment Manager. Investment Manager acknowledges receipt of copies of all documents referenced herein.

The Investment Manager hereby accepts the responsibility for the investment and reinvestment of those assets of the Fund which have been designated by the Board as subject to Investment Manager's management, and Investment Manager acknowledges and agrees that it is a fiduciary with respect to the Fund. Investment Manager further agrees to provide such investment management services with respect to the Fund in accordance with this Investment Management Contract (including all attachments hereto) as a fiduciary.

Ownership of managed assets shall remain with the Fund. Investment Manager shall not, under any circumstances, take possession, custody, title, or ownership of any managed assets. Investment Manager shall not have the right to have securities registered in its own name or in the name of its nominee, nor shall Investment Manager in any manner acquire or become possessed of any income or proceeds distributable by reason of selling, holding or controlling any managed assets. Accordingly, Investment Manager shall have no

responsibility with respect to the collection of income, physical acquisition, or the safekeeping of the managed assets. All such duties of collection, physical acquisition, or safekeeping shall be the obligation of the Custodian.

2. Standard Of Care

The Investment Manager shall perform its duties hereunder with the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

The Investment manager shall discharge its duties hereunder with respect to the Fund solely in the interest of, and for the exclusive purpose of providing benefits for, the Fund's beneficiaries. The Investment Manager shall regard as confidential all information regarding the operations and investments of the Fund and shall not disclose such information except as required by law or by order of a court of competent jurisdiction without prior written consent of the Fund.

Notwithstanding the foregoing, the Fund agrees that the Investment Manager may from time to time, as it deems necessary or advisable in its discretion, disclose to third parties that the Fund is one of the Investment Manager's clients, but the Investment Manager agrees that such disclosure shall be limited to supplying the name of the Fund only, and not the nature or extent of its investments or any other information concerning the Fund.

3. Representations, Warranties, And Covenants Of The Investment Manager

The Investment Manager represents and warrants to the Board that it is a registered investment advisor within the meaning of the Investment Advisor Act of 1940 and Securities and Exchange Commission Acts, unless exempted from registration by the SEC.

The Investment Manager shall secure and maintain at all times during the term of the Investment Management Contract a fidelity bond, errors and omission insurance coverage, and fiduciary liability insurance coverage in the amounts required by the Board in the Fund's Investment Policy. The Investment Manager shall annually provide written evidence of such coverage's to the Board. Any new policy may not contain a prior acts exclusion unless the Investment Manager obtains extended reporting coverage for the benefit of the Fund.

The Investment Manager agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Fund becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the Fund may request in writing the replacement of any or all such individuals.

The Investment Manager shall notify the Board and its investment consultant in writing within three (3) business days of any of the following changes: (1) Investment Manager becomes aware that any of its representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this contract; (2) there is any material change in senior officers, senior personnel involved in the management of the Fund's assets, or in ownership or control of Investment Manager; (3) Investment Manager becomes aware of any other material change in its portfolio management structure or its business organization, including without limitation the filing for bankruptcy relief.

To the extent permitted by applicable law, Investment Manager shall promptly advise Fund in writing of any investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Investment Manager's ability to perform its duties under this contract which is commenced by any of the following: (1) the Securities and Exchange Commission of the United States; (2) the New York Stock Exchange; (3) the American Stock Exchange; (4) the National Association of Securities Dealers; (5) any Attorney General or any regulatory agency of any state of the United States; (6) any U.S. Government department or agency; or (7) any governmental agency regulating securities of any country in which Investment Manager is doing business. Except as otherwise required by law, Fund shall maintain the confidentiality of all such information until the investigating entity makes the information public.

The Investment Manager shall furnish to the Board, from time to time, such evidence as the Board may reasonably request that the Investment Manager satisfies the foregoing requirements. The Investment Manager shall promptly notify the Board if it has reason to believe that any of the foregoing representations, warranties, or covenants may cease to be satisfied.

The Investment Manager shall comply with all applicable laws of the state of Indiana, the United States of America, and any applicable governmental or regulatory authority outside of the United States. Regulatory reports required under laws applicable to the Investment Manager by any regulatory authority shall be the responsibility of the Investment Manager.

4. Procedures

All transactions authorized by this contract shall be settled through the Fund's Custodian, which shall retain sole possession of and have complete custodial responsibility for the managed assets, the management

or disposition of such managed assets, and the purchase or acquisition of other securities or property. Investment Manager shall provide the Custodian with such trade information as the Custodian may require to effect settlement, within the time frames as Custodian may designate. Fund shall provide Investment Manager with the Custodian's detailed procedures and settlement instructions upon execution of this contract.

Investment Manager shall instruct all broker/dealers executing orders to forward to the Custodian copies of all brokerage confirmations promptly after execution of transactions. Where a transaction is eligible for settlement through the Depository Trust Company's Institutional Delivery System, Investment Manager shall use such Institutional Delivery System for trade confirmation and settlement. Investment Manager shall cooperate with Fund's Custodian and other parties to the trade to promptly resolve any trade settlement discrepancies or disputes.

5. Allocation Of Brokerage

Subject to the Investment Policy, Investment Manager shall have complete authority and discretion to establish accounts with one or more duly registered broker/dealers. Consistent with ensuring the safety of the managed assets, Investment Manager shall engage in a prudent and diligent broker/dealer selection process. Investment Manager shall ensure that all orders are placed with only reputable, qualified and financially sound broker/dealers. Investment Manager's primary objective shall be to select broker/dealers which will provide the most favorable net price and execution for the Fund, but this requirement shall not obligate Investment Manager to recommend any broker/dealer solely on the basis of obtaining the lowest commission rate if the other standards set forth herein are satisfied. Notwithstanding the foregoing, Investment Manager shall not place orders with any broker/dealer which: (1) Fund has by written notice to Investment Manager deemed unsuitable for Fund trades, (2) is affiliated with an investment consultant that provides non-brokerage related services to Fund; and/or (3) is affiliated with Investment Manager. Investment Manager agrees to be bound by any subsequent changes to such list upon receipt of written notice from Fund.

6. Fees

The Investment Manager's compensation shall be determined in accordance with Attachment B attached hereto and incorporated herein, and shall be payable quarterly in arrears based on the market value of the assets as of the last business day of the calendar quarter for which such compensation is due or the date of termination of the Contract ("Valuation Date"), whichever is later. The assets managed by the Investment Manager will be appraised on the Valuation Date. Fees are based on the market value of the assets according to such appraisal, except that any contributions or withdrawals during any calendar quarter shall be added to or deleted from the value of the assets as of the date of such contribution or withdrawal, and the fee shall then be calculated on a pro rata basis. The calculation of the quarterly investment management fee shall be prorated during any calendar quarter for which this Investment Management Contract is in effect for less than the full quarter.

The Investment Manager represents that no other current client having the same investment mandate obtained prior to or subsequent to Fund will be charged a lower fee than the Fund for managing substantially the same amount of assets in substantially the same manner. The Investment Manager further agrees to promptly notify the Board if, in the future, it provides more favorable fees to other, similarly situated clients. Should that happen, the Investment Manager agrees that, on the effective date of such an occurrence, the more favorable fee structure shall be applied to this Fund in lieu of Attachment B.

7. Effective Date; Term; Termination

This Investment Management Contract shall become effective on the date the investment management account is funded and shall continue in full force and effect until termination on _____, 2012.

This contract shall be for a period of not more than five (5) years.

This Investment Management Contract may be renewed in the sole discretion of the Fund for a period of up to the initial term in length, under the same conditions.

This Investment Management Contract may be terminated by the Board effective immediately upon the Investment Manager's receipt of written notice of termination, and by the Investment Manager upon 30 days' advance written notice to the Board; provided, however, that at any time without prior written notice, the Board, in its sole discretion, may orally direct the Investment Manager to cease its management activities with respect to this Investment Management Contract, which direction shall be confirmed, in writing, as soon as practicable. Upon such termination, fees of the Investment Manager shall be prorated to the date of termination as specified in the notice of termination. The Fund will not be liable for services performed after notice of termination.

In the event of any termination of this contract, all the terms and conditions herein shall continue to apply through the effective termination date and through any period following such date during which Investment Manager shall continue to perform the services required under this contract, in order to complete any transactions pending on the effective termination date and to facilitate an orderly transition to a successor Investment Manager ("Transition Period"). Such Transition Period shall not exceed thirty (30) days after the effective termination date. If Fund terminates this contract, and unless otherwise expressly directed by Fund, Investment Manager shall take all necessary steps to stop services under this contract on the effective termination date.

Upon any termination of this contract by Fund, and to the extent directed by Fund, Investment Manager shall continue to serve as an Investment Manager hereunder at the then-existing compensation level for the duration of the Transition Period. After the additional services have been performed, and the Transition Period is completed, Investment Manager may seek compensation for the Transition Period pursuant to Exhibit A. Investment Manager shall cooperate with the Fund in good faith to effect a smooth and orderly transfer of such services and all applicable records by the effective termination date. Upon termination of this contract, Investment Manager shall retain all Fund Records according to the record retention provisions set forth in the Access to Records Section of this contract.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

8. Independent Contractor

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any

damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

9. Access to Records

The Investment Manager shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for seven (7) years from the date of final payment under this contract for inspection by the Fund or by any other authorized representative of the Fund, and copies thereof shall be furnished at no cost to the Fund if requested.

10. Authorized Persons and Instructions

Upon execution of this contract, Fund will provide Investment Manager with a list of Authorized Persons who will be permitted to advise, inform, and direct Investment Manager on Fund's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this contract. The list of Authorized Persons and any changes to such list shall be made in writing to Investment Manager and signed by the Fund's Director or the Director's designee. Until notified of any such change, Investment Manager may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the Fund.

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; provided, however, that Investment Manager may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Investment Manager upon receipt. If Investment Manager receives instructions or notices from a source other than an Authorized Person, Investment Manager shall not comply with them and shall immediately notify the Fund's Executive Director in writing of such unauthorized instructions or notices.

11. Assignment

The Investment Manager shall not assign or subcontract the whole or any part of this contract without the Fund's prior written consent, except that the Investment Manager may assign its right to receive payments to such third parties as the Investment Manager may desire without the prior written consent of the Fund, provided that Investment Manager gives written notice (including evidence of such assignment) to the Fund thirty (30) days in advance of any payment so assigned. Assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

12. Successors And Assignees

The Investment Manager binds his successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, the Investment Manager shall not assign, sublet, or transfer interest in this contract without the prior written consent of the Fund.

If the Investment Manager is converted into, merges or consolidates with, or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sales or transfer has been made shall notify the Board of such sale or transfer and shall become the Investment Manager hereunder only if the Board specifically so consents in writing.

13. Audit And Audit Settlement

The Investment Manager acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the Fund. If an error is discovered as a result of an audit performed by Investment Manager or Fund, or if Investment Manager becomes aware of any error through any other means, Investment Manager shall use its best efforts to promptly correct such error or to cause the appropriate party to correct such error.

14. Compliance With Laws

The Investment Manager agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Fund and the Investment Manager to determine whether any provisions of this contract require formal amendment.

15. Confidentiality Of Fund Information

The Investment Manager understands and agrees that data, materials, and information disclosed to Investment Manager contain confidential and protected data; therefore, the Investment Manager promises and assures that data, material, and information gathered, based upon, or disclosed to the Investment Manager for the purpose of this contract, will be treated as confidential and will not be disclosed to others or discussed with other parties without the prior written consent of the Fund.

16. Confidentiality Of Data, Property Rights In Products, And Copyright Prohibition

The Investment Manager agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein, secured, developed, written, or produced by the Investment Manager in furtherance of this contract shall be the property of the Fund, and the Investment Manager shall take such action as is necessary under law to preserve such property rights in and of the Fund while such property is within the control and/or custody of the Investment Manager. By this contract, the Investment Manager specifically waives and/or releases to the Fund any cognizable property right of the Investment Manager to copyright, license, patent, or otherwise use such information, data, findings, recommendations, proposals, etc.

17. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract shall be considered "work for hire," and the Investment Manager transfers any ownership claim to the Fund and all such matters will be the property of the Fund. Use of these materials, other than related to contract performance by the Investment Manager, without the prior written consent of the Fund, is prohibited. During the performance of the services specified herein, the Investment Manager shall be responsible for any loss or damage to these materials developed for or supplied by the Fund and used to develop or assist in the services provided herein while they are in the possession of the Investment Manager, and any loss or damage thereto shall be restored at the Investment Manager's expense. Full, immediate, and unrestricted access to the work product of the Investment Manager during the term of this contract shall be

available to the Fund.

18. Conflict of Interest

A. Conflict of interest, as defined in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

- a. The individual executing this Contract;
- b. An individual who has an interest of three percent (3%) or more of the Investment Manager, if the Investment Manager is not an individual; or
- c. Any member of the immediate family of an individual specified under subdivision a. or b.

“Fund” means the Indiana Public Employees’ Retirement Fund.

“Commission” means the State Ethics Commission.

B. The Fund may cancel this Contract without recourse by the Investment Manager if any interested party is, or becomes, an employee of the Fund or the state of Indiana.

C. The Fund will not exercise its right of cancellation under section B, above, if the Investment Manager gives the Fund an opinion by the Commission indicating that the existence of this Contract and the employment by the Fund of the interested party does not violate any statute or rule relating to ethical conduct of Fund employees. The Fund may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. The Investment Manager has an affirmative obligation under this Contract to disclose to the Fund when an interested party is or becomes an employee of the Fund. The obligation under this section extends only to those facts that the Investment Manager knows or reasonably could know.

19. Debarment and Suspension

The Investment Manager certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Investment Manager.

The Investment Manager certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Investment Manager shall immediately notify the Fund if any subcontractor becomes debarred or suspended, and shall, at the Fund’s request, take all steps required by the Fund to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

20. Disputes

Should any disputes arise with respect to this contract, the Investment Manager and the Fund agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Investment Manager agrees that, the existence of a dispute notwithstanding, it will continue

without delay to carry out all its responsibilities under this contract which are not affected by the dispute. Should the Investment Manager fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed work, any additional costs incurred by the Investment Manager or the Fund as a result of such failure to proceed shall be borne by the Investment Manager, and the Investment Manager shall make no claim against the Fund or the State of Indiana for such costs.

The Fund may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Fund to the Investment Manager of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Investment Manager to terminate this contract, and the Investment Manager may bring suit to collect without following the dispute procedure contained herein. This section shall not be construed to limit the right of either party to terminate the contract pursuant to the terms of the "Termination" section of the contract.

21. Maintaining a Drug-Free Workplace

a. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this contract a drug-free workplace, and that it will give written notice to the Fund within ten (10) days after receiving actual notice that an employee of Investment Manager performing services in Indiana has been convicted of a criminal drug violation occurring in Investment Manager's workplace.

b. In addition to the provisions of subparagraph a. above, if the total contract amount set forth in this contract is in excess of \$25,000.00, Investment Manager hereby further agrees that this contract is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification executed by Investment Manager in conjunction with this contract.

c. It is further expressly agreed that the failure of Investment Manager to in good faith comply with the terms of subparagraph a. above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph b. above, shall constitute a material breach of this contract, and shall entitle the Fund to impose sanctions against the Investment Manager including, but not limited to, suspension of contract payments, termination of this contract and/or debarment of the Investment Manager from doing further business with the Fund for up to three (3) years.

22. Drug-Free Workplace Certification

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Fund is requiring the inclusion of this certification in all contracts with and grants from the PERF in excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Investment Manager and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Fund for up to three (3) years.

The Investment Manager certifies and agrees that it will provide a drug-free workplace by:

a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Investment Manager's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

b. Establishing a drug-free awareness program to inform employees that (1) the dangers of drug abuse in the workplace; (2) the Investment Manager's policy of maintaining a drug-free workplace; (3) any

available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying in writing the Fund within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

23. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

24. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

25. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Fund and the State of Indiana, their agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or related to any act of bad faith, negligence, intentional or willful misconduct, breach of fiduciary duty, or any other negligent act or omission of Investment Manager and/or its agents, if any, in the performance of this contract. The Fund shall not provide such indemnification to Investment Manager.

26. Information Technology Enterprise Architecture Requirements

If the Investment Manager provides any information technology related products or services to the Fund, the Investment Manager shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Investment Manager specifically agrees that all hardware, software and services provided to or purchased by the Fund shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT and the Fund in advance. The Fund may terminate this Contract for default if the Investment Manager fails to cure a breach of this provision within a reasonable

time.

27. Key Person(s)

In the event that both parties have designated in an appendix that the individual(s) therein named are essential to the services offered pursuant to this contract, the parties agree that in the event that such individual or individuals are no longer employed during the term of this contract by the Investment Manager for whatever reason, the Fund shall have the right to terminate this contract, without penalty, upon thirty (30) days prior written notice.

In the event that the Investment Manager is an individual or a closely held corporation (as defined under Indiana law, see, e.g., *Barth v. Barth*, 659 N.E.2d 559, 561, fn.5, [and cited authority therein]), the individual or person on behalf of the corporation responsible for primary contact between the Investment Manager and the Fund at the commencement of this contract shall be considered a key person and, as such, essential to the contract. Substitution of another for the Investment Manager shall not be permitted without express written permission from the Fund.

Nothing in this Section should be construed to prevent the Investment Manager from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Investment Manager shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

28. Licensing Standards

The Investment Manager and its employees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Investment Manager pursuant to this Contract. The Fund shall not be required to pay the Investment Manager for any services performed when the Investment Manager, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Investment Manager shall notify the Fund immediately and the Fund, at its option, may immediately terminate this Contract.

29. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

30. Minority and Women's Business Enterprise Compliance

The Investment Manager agrees to comply fully with the provisions of the Investment Manager's MBE/WBE participation plans, if any, and agrees to comply with all Minority and Women's Business Enterprise statutory and administrative code requirements and obligations, including IC 4-13-16.5 and 25 IAC 5. The Investment Manager further agrees to cooperate fully with the Minority and Women's Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of

MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

31. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Investment Manager and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

32. Notice to Parties

Whenever any notice, statement, or other communication shall be sent to the Fund or Investment Manager, it shall be sent to the following address, unless otherwise specifically advised.

Notices to the Fund shall be sent to:

Terren B. Magid, Executive Director
Public Employees' Retirement Fund
500 Harrison Building
143 West Market Street
Indianapolis, IN 46204

With copy to:

Shawn Wischmeier, Chief Investment Officer
Public Employees' Retirement Fund
500 Harrison Building
143 West Market Street
Indianapolis, IN 46204

Notices to the Investment Manager shall be sent to:

Name, Title
Investment Company
Address
City, State, Zip

33. Funding Cancellation

When the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Board of Trustees that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

34. Condition of Payment

All services provided by the Investment Manager under this Contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the Fund and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The Fund shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

35. Payments

All payment obligations shall be made in arrears, net 30 in accordance with Indiana law and the Fund's fiscal policies and procedures. See Attachment B, Fees, incorporated by reference.

36. Penalties/Interest/Attorney's Fees

The Fund will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

37. Progress Reports

The Investment Manager shall submit reports to the Board and Fund with the frequency and detail as more particularly stated in the Investment Policy. Written reports shall include items requested by the Fund and in the format agreed to between the Fund and Investment Manager.

At the Fund's request and at mutually agreed upon times, Investment Manager shall meet with the Fund to review Investment Manager's performance and to discuss Investment Manager's present and future investment strategy. Investment Manager shall be available to answer questions by Fund staff and Board members from time to time as needed without additional charge.

38. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

39. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. Taxes

The Fund is exempt from federal, state, and local taxes. The Fund will not be responsible for any taxes levied on the Investment Manager as a result of this contract.

41. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Investment Manager for approved travel will be

reimbursed at the current rate paid by the Fund and in accordance with the Fund Travel Policies and Procedures. Travel requests must be reviewed by the Fund for availability of funds and for appropriateness.

42. Work Standards

The Investment Manager agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Fund becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this contract, the Fund may request in writing the replacement of any or all such individuals. All services provided by the Investment Manager under this Contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the undersigned PERF representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. PERF shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

43. Background Investigations

All employees of Investment Manager who require access to the Fund's building at 143 West Market, Indianapolis, Indiana, or the Fund's confidential information shall be subject to the following personal background investigations: (i) Indiana State Police criminal history background check; (ii) Federal Bureau of Investigation fingerprint check; and (iii) Indiana Department of Revenue tax liabilities check. The Fund shall, in its sole discretion, decide whether the results of such background checks are acceptable. Costs associated with these background checks shall be the sole responsibility of the Investment Manager.

44. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

45. Changes

Contractor shall notify Fund in writing within three (3) business days of any of the following changes: (1) Investment Manager becomes aware that any of its representations, warranties, and covenants set forth herein cease to be materially true at any time during the term of this contract; (2) there is any material change in Investment Manager's senior personnel assigned to perform service under this contract; (3) there is any change in control of Investment Manager; (4) Investment Manager becomes aware of any other material change in its business management structure or its business organization, including without limitation the filing for bankruptcy relief.

46. Investigations and Complaints

To the extent permitted by applicable law, Investment Manager shall promptly advise Fund in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Investment Manager's ability to perform its duties under this contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Investment Manager is doing business. Except as otherwise required by law, Fund shall maintain

the confidentiality of all such information until investigating entity makes the information public.

47. Ethics Requirement

The Investment Manager and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Fund, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Orders 04-08 and 05-12, dated April 27, 2004 and January 10, 2005, respectively. If the Investment Manager is not familiar with these ethical requirements, the Investment Manager should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Investment Manager or its agents violate any applicable ethical standards, PERF may, in its sole discretion, terminate this contract immediately upon notice to the Investment Manager. In addition, the Investment Manager may be subject to penalties under Indiana Code § 4-2-6-12.

48. Authority to Bind

Notwithstanding anything in this contract to the contrary, the signatory for the Investment Manager represents that he/she has been duly authorized to execute agreements on its behalf.

49. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

IN WITNESS WHEREOF, the parties, having read and with full understanding of the foregoing terms of the contract, do by their respective signatures dated below hereby agree to the terms herein, including, if this Investment Management contract by their respective signatures dated below, thereby agreeing completely to the terms herein.

INVESTMENT MANAGER

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested By: _____
Printed Name: _____
Title: _____
Date: _____

INDIANA PUBLIC EMPLOYEES' RETIREMENT FUND

Terren B. Magid, Executive Director

Date

ATTACHMENT A
SCOPE OF SERVICES

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ATTACHMENT B
FEES

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REFERENCE LIST

List similar projects, with completion dates. Attach additional sheets if necessary.

Project Location: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

Project Location: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

Project Location: _____
Name of Contact Person: _____ Telephone: _____
Email Address of Contact Person: _____
Project Description: _____
Dates Worked: _____

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form is used to show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at www.buyindiana.in.gov.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals may affect the evaluation of your Proposal. PERF reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms found at www.buyindiana.in.gov.
- Each firm may only serve as once classification – MBE or WBE
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at www.buyindiana.in.gov
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. PERF may deny consideration for this participation during evaluation if the letter(s) is attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

PERF MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#

DUE DATE:

TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
		Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:		Describe service/product to be provided:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm			
Company Name:		Contact Person:	
Address:		E-mail:	
		Telephone Number: ()	Fax Number: ()
Sub-Contract Amount:		Describe service/product to be provided:	
Sub-Contract Percentage of Total Bid:			
Provide approximate dates when Sub-Contractor will perform on this project:			

Respondent Firm

Telephone Number

Address

Fax Number

City/State/Zip Code

Email Address

Representative

Authorizing Signature

Date

Printed Name and Title

INDIANA ECONOMIC IMPACT STATEMENT



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	
2	Address/City/State/Zip Code:	
3	Telephone #/Fax #/Website:	
4	Federal Tax Identification Number:	
5	State/Country of domicile/incorporation:	
6	Location of firm's headquarters or principal place of business:	
7	Name of parent company or holding company (if applicable):	
8	State/Country of domicile/incorporation of company listed in #7:	
9	Address of company listed in #7:	
10	IN Department of Workforce Development (DWD) account number:	
11	IN Department of Revenue (DOR) account number:	
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	
13	Total number of employees per most recently completed IRS Form W-2 distribution:	
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	<u>Prime Contractor Company</u> Name:	
18	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	

19	<u>Subcontractor Company</u> Name:				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time</u> <u>Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:				

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

TAXPAYER IDENTIFICATION NUMBER REQUEST

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

Specific Instructions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Substitute Form

Taxpayer Identification Number Request

State Form 23743 (R 07/01)

State of Indiana

Approved by State Board of Accounts 2001

Approved by Auditor of State 2001

W-9

DO NOT send to IRS

Print or Type	Return to address below
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above

- ☐ **Individual** (Individual's SSN) _____
☐ Sole Proprietorship (Owner's SSN or Business EIN) SSN _____
EIN _____
☐ Partnership ☐ General ☐ Limited (Partnership's EIN) _____
☐ Estate/Trust (Legal Entity's EIN) _____
Note: Show the name and number of legal trust, or estate, not personal representatives
☐ Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) _____
☐ Corporation Do you provide legal or medical serv. ☐ Yes ☐ No (Corp's EIN) _____
☐ Government (or Government operated entity) (Entity's EIN) _____
☐ Organization Exempt from Tax under Section 501(a)
Do you provide medical services? ☐ Yes ☐ No (Org's EIN) _____
☐ Check here if you do not have a SSN or EIN but have applied for one.

Under Penalties of prejury, I certify that:

- (1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)
CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type) _____

Title _____

AUTHORIZED SIGNATURE _____

Date _____

Phone _____

Agency _____

Agency use only

☐

Yes

☐

No Approved by _____

1099

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION



APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112
Approved By State Board Of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.
23-1-49-3

Filing Fee: \$90.00

NOTES:

1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY OF

A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned officer of the above corporation which was formed as:

☐ A general business corporation

☐ A professional corporation

desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

ARTICLE I: Name

Name of Corporation (Must be identical to name shown in Articles of Incorporation and Amendments thereto)

ARTICLE II: Address of Corporation

Address of the principal office of corporation (Number and street, city, state and ZIP code)

ARTICLE III: Registered Office and Registered Agent

Name of the Registered Agent of the corporation (cannot be the corporation itself)

Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)

INDIANA

ZIP code

ARTICLE IV: Date and State of Incorporation and Duration of Existence

Date of incorporation in domiciliary state:

State of incorporation

Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)

ARTICLE V: Corporate Officers

The names and business addresses of the officers of the Corporation:

Name	Title	Address (Number, street, city, state and ZIP code)